

**BUTLER BOARD OF EDUCATION**

**And**

**JOSEPH SCAPARRO**

**EMPLOYMENT CONTRACT**

**SUPERVISOR OF BUILDINGS AND GROUNDS**

**THIS EMPLOYMENT CONTRACT** is made and entered into this 1<sup>st</sup> day of July, 2020, by and between the

**BOARD OF EDUCATION OF BUTLER**, County of Morris, with offices located at the High School Annex Building, Butler, New Jersey, 07405 (hereinafter referred to as the "Board"), and

**JOSEPH SCAPARRO**, (hereinafter referred to as the "Supervisor").

**THIS EMPLOYMENT CONTRACT** replaces and supersedes all prior Employment Contracts between the Parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms thereof.

**NOW, THEREFORE**, the Board and the Supervisor, for the consideration herein specified, agree as follows:

**1. TERM**

The Board, in consideration of the promises herein contained of the Supervisor, hereby employs, and the Supervisor hereby accepts employment as Supervisor of Buildings and Grounds for a term commencing on July 1, 2020, and expiring June 30, 2021.

**2. SUPERVISOR RESPONSIBILITIES**

**A. Certifications and Licenses:**

The Supervisor shall obtain and maintain a valid and appropriate certificate, as Certified Educational Facilities Manager, to act as Supervisor of Buildings and Grounds. The Supervisor shall also obtain and maintain a valid Black Seal Boiler License, Accredited Management Planner Certification, and AHERA Inspection License.

**B. Duties:**

All Duties assigned to the Supervisor by the Board shall be appropriate to and consistent with the professional role and responsibility of the Supervisor of Buildings and Grounds,

and shall include but are not limited to direct responsibility to the Board of Education pursuant to N.J.S.A. 18A and N.J.A.C. Title 6A and as set by Board policy and in the job description, which shall be attached hereto and incorporated by reference, and may be modified from time to time, consistent with the intent set forth above.

The Board will not hold any discussions regarding the Supervisor's employment, unless the Supervisor is given written notice at least 48 hours in advance. In any instance in which the Supervisor is notified that the Board will discuss matters affecting his employment (other than tenure charges) he shall have the right to address the Board and have a representative of his choosing speak on his behalf. Any discussions regarding the Supervisor shall be held in accordance with N.J.S.A. 10:4-6, *et seq.* and other applicable State laws.

### 3. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Supervisor shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Supervisor have entered into a new employment contract.

A. Salary and Salary Adjustments: The Board shall provide the following salary and salary adjustments as part of the Supervisor's compensation:

1. Salary. For the 2020-2021 school year, the Board shall pay the Supervisor an annual salary of \$92,584.77. The annual salary shall be paid to the Supervisor in accordance with the schedule of salary payments in effect for other supervisory staff. When required to work on custodial holidays or weekends, the Supervisor will be paid at his regular hourly rate.

2. Special Licenses: The Supervisor shall receive annual salary adjustments for holding one or more of the following job-related licenses, subject to approval of the Superintendent:

Asbestos - \$833  
Boiler - \$1,265

B. Leaves. The Board shall provide the following leaves as part of the Supervisor's compensation:

1. Vacation. The Supervisor shall be granted twenty (20) vacation days with pay per year. The days shall be available to the Supervisor at the beginning of the year. The Board, through its business office, will be responsible for maintaining written documentation of the Supervisor's earned, used and accrued vacation days (and other leave). The Supervisor may carry over up to five (5) unused vacation days, which must

be used during the following contract year.

2. Holidays. The Supervisor shall be entitled to the following paid holidays:

- |                           |                               |
|---------------------------|-------------------------------|
| 1. New Year's Day         | 8. Veteran's Day              |
| 2. Martin Luther King Day | 9. Thanksgiving Day           |
| 3. Good Friday            | 10. Friday after Thanksgiving |
| 4. Memorial Day           | 11. Christmas Eve Day         |
| 5. Fourth of July         | 12. Christmas Day             |
| 6. Labor Day              | 13. New Year's Eve Day        |
| 7. Columbus Day           |                               |

Four (4) other days to be mutually agreed upon.

If any of the above holidays should fall on a Saturday or Sunday, a mutually acceptable day will be substituted.

3. Sick Leave. The Supervisor shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative.

4. Personal Leave. The Supervisor shall be granted three (3) days of absence annually with pay for personal matters which require absence during school hours, to be used at the Supervisor's discretion with prior notice provided to the Business Administrator/Board Secretary as practicable. Unused personal days shall be added to accumulated sick leave at the end of each year.

5. Bereavement Leave. The Supervisor shall be allowed up to five (5) days leave with pay, per incident, during the nine (9) calendar day period immediately following the death of a spouse, parent, grandparent, sibling, child or grandchild. The Supervisor shall be allowed up to three (3) days leave with pay, per incident, immediately following the death of a mother-in-law, father-in-law, brother-in-law or sister-in-law. The Supervisor shall be allowed one day leave with pay, per incident, for death of a relative outside the immediate family.

C. Health Insurance: The Supervisor shall be eligible for the same medical coverage, prescription coverage and dental coverage for himself and dependents as provided to other full-time custodial/maintenance employees, subject to the same salary contribution as prescribed by law for that other closely-aligned employee group. The prescription co-payments shall be \$25 brand name, \$15 generic and \$10 for mail-order drugs. Prescription coverage shall require mandatory generics if available and approved by the physician. The Supervisor and his spouse and dependents shall be provided dental coverage with \$2,500 of annual benefits. The Supervisor who has other benefit coverage may elect the option to discontinue coverage provided by the Board and receive \$2,000 for medical and/or \$600 for prescription (covered by a Section 125 Premium Waiver Plan). If discontinuance is less than one year, the reimbursement will be prorated.

D. Travel and Business Related Expenses: The Board shall reimburse the Supervisor for expenses incurred for travel in the performance of the duties under this Employment Contract, in accordance with law and the NJ Office of Management and Budget (OMB) Regulations.

E. Clothing Allowance: The Supervisor shall receive two hundred twenty-five (\$225.00) for an annual clothing allowance and seventy five dollars (\$75) for an annual shoe allowance. Shoe and clothing allowances may be combined. Receipts must be provided including proof that shoes are work or safety shoes. Sneakers and athletic shoes are excluded from reimbursement. All allowances must be spent by November 1<sup>st</sup>. Foul weather gear shall be purchased, as needed, with ownership remaining with the Board. Reimbursement for uniforms and shoes shall be made as receipts are submitted.

#### **4. SEPARATION FROM SERVICE**

The Supervisor shall receive the following upon separation from employment with the district.

A. Vacation and Sick Days. The Supervisor shall be entitled to be reimbursed for up to 17 unused vacation days to the maximum permitted by law.

The Supervisor shall be entitled to be reimbursed for his unused accumulated sick days upon retirement at the following rate, up to a maximum payment of \$10,000:

- A. One day's pay for each five (5) unused sick days up to 100 days;
- B. One day's pay for each four (4) unused sick days between 101 and 300 days;
- C. One day's pay for each three (3) unused sick days from 301 to infinity;

Payment by the Board to the Supervisor for his unused vacation days shall be made within 30 days of his separation from employment. Payment by the Board to the Supervisor for his unused sick days shall be made within 30 days of his retirement. The Supervisor shall provide the Board with written notice of intention to retire at least 12 months prior to the intended date of retirement. The value of each vacation and sick day shall be determined by dividing the Supervisor's base salary at the time of separation from employment or retirement by 240 (working days).

B. Payment to Estate. If the Supervisor dies before the Employment Contract year is completed, payment for the Supervisor's unused accumulated vacation days as set forth in subparagraph (A) shall be made to the Supervisor's estate. No payment will be made to estate for unused accumulated sick days.

C. Definition. For the purposes of this Employment Contract, "separation from employment" shall be meant to include, but not be limited to, the Supervisor's separation from the district or to death, retirement, contract nonrenewal, and/or voluntary or involuntary resignation.

## **5. PROFESSIONAL GROWTH OF SUPERVISOR**

The Board encourages the continuing professional growth of the Supervisor through the Supervisor's participation and upon prior notice and approval of the Board in the following:

- A. conferences, conventions, seminars and courses offered by public or private educational or governmental institutions to improve the capacity of the Supervisor to perform his responsibilities for the Board;
- B. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Supervisor to perform his responsibilities for the Board; and
- C. visits to other institutions.

The Board, upon notice and with prior approval, shall permit a reasonable amount of release time for the Supervisor, as deemed appropriate, to attend such matters. The Board shall pay for all State mandated continuing education required for the maintenance of the Supervisor's required certifications and licenses, including the Passaic County Educational Services Commission NJ/EPA/AHERA Operations and Management course; boiler license renewal courses offered by the Commissioner of LWD; and the National Asbestos & Environmental Training Institute's EPA/AHERA seminar. The Board shall pay for the Supervisor's attendance at such conferences, conventions, seminars and non-mandated courses as set forth above in paragraphs A - C, in accordance with law and the NJ Office of Management and Budget (OMB) Regulations. The Supervisor shall follow Board policy and Department of Education regulations in obtaining the necessary prior approval from the Board and with supplying the necessary documentation for reimbursement.

## **6. MEMBERSHIP FEES**

The Board shall pay for the Supervisor's membership fees and/or dues to the following professional groups:

- New Jersey School Buildings & Grounds Association
- New Jersey Turf Grass Association
- New Jersey Associated of Designated Persons

## **7. EVALUATION**

The Business Administrator/Board Secretary shall evaluate the performance of the Supervisor at least once a year. Each evaluation shall be in writing, a copy shall be provided to the Supervisor, and the Supervisor and the Business Administrator/Board

Secretary shall meet to discuss the findings. The evaluations shall be based upon the responsibilities of the Supervisor as set forth in the job description for the position of the Supervisor, and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Business Administrator/Board Secretary determines the performance of the Supervisor is unsatisfactory in any respect, she shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Business Administrator/Board Secretary deems performance is unsatisfactory. The Supervisor shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the Supervisor's personnel file.

## **8. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Supervisor upon sixty (60) days written notice to the Board;
- (c) Actions consistent with law; or
- (d) in the event that any of the Supervisor's required certificates and licenses are revoked, this Contract shall become null and void as of the date of revocation.

## **9. COMPLETE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

## **10. CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

## **11. SAVINGS CLAUSE**

If, during the term of this Employment Contract, it is found that a specific clause of the Contract is illegal in federal or State law, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

**12. RELEASE OF PERSONNEL INFORMATION**

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them.

**WHEREAS**, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and,

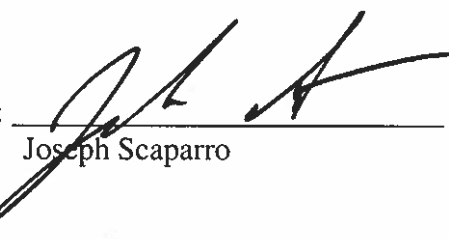
**WHEREAS**, the Supervisor has approved of the terms and conditions of this Employment Contract; and,

**WHEREAS**, this Employment Contract has been approved by a vote of the Members of the Board of Education of Butler at its meeting of May 14, 2020, and has been made a part of the minutes of that meeting.

**IN WITNESS WHEREOF**, they set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERVISOR

BUTLER BOARD OF EDUCATION

BY:   
Joseph Scaparro

BY:   
Tracy Luciani, Board President

WITNESS:

  
Patrick Tiernéy, Board Secretary

DATE: July 30, 2020

DATE: July 30, 2020

